

1  
2  
3  
4  
5 AMERICAN FEDERATION OF  
6 GOVERNMENT EMPLOYEES, *et al.*

7 Plaintiffs,

8 v.

9 UNITED STATES OFFICE OF PERSONNEL  
10 MANAGEMENT, *et al.*,

11 Defendants.

12 Case No. 3:25-cv-1780-WHA

13 **STIPULATED PROTECTIVE ORDER**

14 1. **PURPOSES AND LIMITATIONS**

15 Disclosure and discovery activity in this action are likely to involve production of  
16 confidential, proprietary, or private information for which special protection from public disclosure  
17 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,  
18 the parties hereby stipulate to and petition the court to enter the following Stipulated Protective  
19 Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures  
20 or responses to discovery and that the protection it affords from public disclosure and use extends  
21 only to the limited information or items that are entitled to confidential treatment under the  
22 applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that  
23 this Stipulated Protective Order does not entitle them to file confidential information under seal;  
24 Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be  
25 applied when a party seeks permission from the court to file material under seal.

26 2. **DEFINITIONS**

27 2.1 **Challenging Party:** a Party or Non-Party that challenges the designation of  
28 information or items under this Order.

1           2.2     “CONFIDENTIAL” Information or Items: information (regardless of how it is  
 2 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of  
 3 Civil Procedure 26(c) or that are designated confidential by the Producing Party because of a good  
 4 faith belief that the information is protected by the provisions of the Privacy Act of 1974, 5 U.S.C §  
 5 552a, such as, *inter alia*, government e-mail addresses.

6           2.3     Counsel: Counsel of Record for Plaintiffs and, for Defendants, Counsel for the  
 7 applicable federal Agencies and agency heads (as well as their support staff).

8           2.4     Designating Party: a Party or Non-Party that designates information or items that it  
 9 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

10          2.5     Disclosure or Discovery Material: all items or information, regardless of the medium  
 11 or manner in which it is generated, stored, or maintained (including, among other things, testimony,  
 12 transcripts, and tangible things), that are produced or generated in disclosures or responses to  
 13 discovery in this matter.

14          2.6     Expert: a person with specialized knowledge or experience in a matter pertinent to the  
 15 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
 16 consultant in this action.

17          2.7     Non-Party: any natural person, partnership, corporation, association, or other legal  
 18 entity not named as a Party to this action.

19          2.8     Party: any party to this action, including all of its officers, directors, employees,  
 20 consultants, retained experts, and Counsel of Record (and their support staffs).

21          2.9     Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
 22 Material in this action.

23          2.10    Professional Vendors: persons or entities that provide litigation support services (e.g.,  
 24 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,  
 25 storing, or retrieving data in any form or medium) and their employees and subcontractors.

26          2.11    Protected Material: any Disclosure or Discovery Material that is designated as  
 27 “CONFIDENTIAL.”

28          2.12    Receiving Party: a Party that receives Disclosure or Discovery Material from a

1 Producing Party.

2       3.     SCOPE

3           (a) The protections conferred by this Stipulation and Order cover not only Protected Material  
4 (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all  
5 copies, excerpts, summaries, paraphrases or compilations of Protected Material; and (3) any  
6 testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected  
7 Material. However, the protections conferred by this Stipulation and Order do not cover the  
8 following information: (i) any information that is properly in the public domain at the time of  
9 disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a  
10 Receiving Party as a result of publication not involving a violation of this Order, including becoming  
11 part of the public record through trial or otherwise; and (ii) any information known to the Receiving  
12 Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source  
13 who obtained the information lawfully and under no obligation of confidentiality to the Designating  
14 Party.

15           (b) This Stipulation and Order applies to discovery and pre-trial proceedings in this action,  
16 whether the Protected Material is produced by a party or by a person or entity who is not a party to  
17 this action (a “non-party”). This Order binds the parties and their respective agents, successors,  
18 personal representatives, and assignees. Any use of Protected Material at trial shall be governed by a  
19 separate agreement or order.

20           (c) If the Protected Material contains highly sensitive information, then the Parties may  
21 stipulate or the Producing Party may move for the establishment of an additional category of  
22 protection (e.g., Attorneys’ Eyes Only) that prohibits disclosure of such information in that category,  
23 or that limits disclosure only to specifically designated counsel, Party representative(s) whose  
24 assistance is reasonably necessary to the conduct of these cases, and who agree to be bound by the  
25 terms of the Order provided herein or as revised with respect to such information.

26           (d) Neither the termination of this action nor the termination of employment of any person  
27 who has had access to any Protected Material shall relieve such person of his or her obligations  
28 under this Protective Order, which shall survive.

1       4. DURATION

2           Even after final disposition of this litigation, the confidentiality obligations imposed by this  
3 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
4 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and  
5 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion  
6 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the  
7 time limits for filing any motions or applications for extension of time pursuant to applicable law.

8       5. DESIGNATING PROTECTED MATERIAL

9           5.1     Exercise of Restraint and Care in Designating Material for Protection. Each Party or  
10 Non-Party that designates information or items for protection under this Order must take care to  
11 limit any such designation to specific material that qualifies under the appropriate standards. The  
12 Designating Party must designate for protection only those parts of material, documents, items, or  
13 oral or written communications that qualify – so that other portions of the material, documents,  
14 items, or communications for which protection is not warranted are not swept unjustifiably within  
15 the ambit of this Order.

16           Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown  
17 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily  
18 encumber or retard the case development process or to impose unnecessary expenses and burdens on  
19 other parties) expose the Designating Party to sanctions.

20           If it comes to a Designating Party's attention that information or items that it designated for  
21 protection do not qualify for protection, that Designating Party must promptly notify all other Parties  
22 that it is withdrawing the mistaken designation.

23           5.2     Manner and Timing of Designations. Except as otherwise provided in this Order (see,  
24 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or  
25 Discovery Material that qualifies for protection under this Order must be clearly so designated  
26 before the material is disclosed or produced.

27           Designation in conformity with this Order requires:

- 28           (a) For information in documentary form (e.g., paper or electronic documents, but

1 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party  
2 affix the legend “CONFIDENTIAL” to each page that contains protected material. If only a portion  
3 or portions of the material on a page qualifies for protection, the Producing Party also must clearly  
4 identify the protected portion(s) (e.g., by making appropriate markings in the margins). To the extent  
5 that documents produced in other district court actions subject to protective orders entered by those  
6 courts (“Other District Court Actions”) are produced in this action, where pages marked  
7 “CONFIDENTIAL” in the productions of these Other District Court Actions do not identify the  
8 protected portions thereof, the parties shall meet and confer as necessary to address de-designating  
9 any “CONFIDENTIAL” markings. Plaintiffs do not waive their rights to challenge the  
10 confidentiality designations in specific documents produced from the Other District Court Actions.  
11 Any challenges shall be governed by Section 6 of this Order.

12 A Party or Non-Party that makes original documents or materials available for inspection need not  
13 designate them for protection until after the inspecting Party has indicated which material it would  
14 like copied and produced. During the inspection and before the designation, all of the material made  
15 available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
16 identified the documents it wants copied and produced, the Producing Party must determine which  
17 documents, or portions thereof, qualify for protection under this Order. Then, before producing the  
18 specified documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page  
19 that contains Protected Material. If only a portion or portions of the material on a page qualifies for  
20 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making  
21 appropriate markings in the margins).

22 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
23 Designating Party identify on the record, before the close of the deposition, hearing, or other  
24 proceeding, all protected testimony.

1 practicable, shall identify the protected portion(s).

2       5.3     Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
3 designate qualified information or items does not, standing alone, waive the Designating Party's  
4 right to secure protection under this Order for such material. Upon timely correction of a  
5 designation, the Receiving Party must make reasonable efforts to assure that the material is treated in  
6 accordance with the provisions of this Order.

7       6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

8       6.1     Timing of Challenges. Any Party or Non-Party may challenge a designation of  
9 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality  
10 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,  
11 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a  
12 confidentiality designation by electing not to mount a challenge promptly after the original  
13 designation is disclosed.

14       6.2     Meet and Confer. The Challenging Party shall initiate the dispute resolution process  
15 by providing written notice of each designation it is challenging and describing the basis for each  
16 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must  
17 recite that the challenge to confidentiality is being made in accordance with this specific paragraph  
18 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must  
19 begin the process by conferring directly (in voice to voice dialogue; other forms of communication  
20 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging  
21 Party must explain the basis for its belief that the confidentiality designation was not proper and  
22 must give the Designating Party an opportunity to review the designated material, to reconsider the  
23 circumstances, and, if no change in designation is offered, to explain the basis for the chosen  
24 designation. A Challenging Party may proceed to the next stage of the challenge process only if it  
25 has engaged in this meet and confer process first or establishes that the Designating Party is  
26 unwilling to participate in the meet and confer process in a timely manner.

27       6.3     Judicial Intervention. If the Parties cannot resolve a challenge without court  
28 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil

1 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the  
2 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process  
3 will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a  
4 competent declaration affirming that the movant has complied with the meet and confer  
5 requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a  
6 motion including the required declaration within 21 days (or 14 days, if applicable) shall  
7 automatically waive the confidentiality designation for each challenged designation. In addition, the  
8 Challenging Party may file a motion challenging a confidentiality designation at any time if there is  
9 good cause for doing so, including a challenge to the designation of a deposition transcript or any  
10 portions thereof. Any motion brought pursuant to this provision must be accompanied by a  
11 competent declaration affirming that the movant has complied with the meet and confer  
12 requirements imposed by the preceding paragraph.

13 The burden of persuasion in any such challenge proceeding shall be on the Designating  
14 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose  
15 unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions.  
16 Unless the Designating Party has waived the confidentiality designation by failing to file a motion to  
17 retain confidentiality as described above, all parties shall continue to afford the material in question  
18 the level of protection to which it is entitled under the Producing Party's designation until the court  
19 rules on the challenge.

20 7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

21 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
22 produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
23 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to  
24 the categories of persons and under the conditions described in this Order. When the litigation has  
25 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL  
26 DISPOSITION).

27 Protected Material must be stored and maintained by a Receiving Party at a location and in a  
28 secure manner that ensures that access is limited to the persons authorized under this Order.

1           7.2     Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by  
 2 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
 3 information or item designated “CONFIDENTIAL” only to:

4               (a) the Receiving Party’s Counsel of Record in this action, as well as employees of said  
 5 Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation  
 6 and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as  
 7 Exhibit A;

8               (b) the officers, directors, and employees of the Receiving Party to whom disclosure is  
 9 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement  
 10 to Be Bound” (Exhibit A);

11               (c) Any person with prior authorized access to the Confidential Information

12               (d) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
 13 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement  
 14 to Be Bound” (Exhibit A);

15               (e) the court and its personnel;

16               (f) court reporters and their staff, professional jury or trial consultants, mock jurors, and  
 17 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have  
 18 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19               (g) during their depositions, witnesses in the action to whom disclosure is reasonably  
 20 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),  
 21 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed  
 22 deposition testimony or exhibits to depositions that reveal Protected Material must be separately  
 23 bound by the court reporter and may not be disclosed to anyone except as permitted under this  
 24 Stipulated Protective Order.

25               (h) the author or recipient of a document containing the information or a custodian or  
 26 other person who otherwise possessed or knew the information.

27       8.     PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
 28                   LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all

1 of the information requested is subject to a confidentiality agreement with a Non-Party;

2                   (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in  
3 this litigation, the relevant discovery request(s), and a reasonably specific description of the  
4 information requested; and

5                   (3) make the information requested available for inspection by the Non-Party.

6                   (c) If the Non-Party fails to object or seek a protective order from this court within 14  
7 days of receiving the notice and accompanying information, the Receiving Party may produce the  
8 Non-Party's confidential information responsive to the discovery request. If the Non-Party timely  
9 seeks a protective order, the Receiving Party shall not produce any information in its possession or  
10 control that is subject to the confidentiality agreement with the Non-Party before a determination by  
11 the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of  
12 seeking protection in this court of its Protected Material.

13           10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

14           If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
15 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,  
16 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized  
17 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)  
18 inform the person or persons to whom unauthorized disclosures were made of all the terms of this  
19 Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to  
20 Be Bound" that is attached hereto as Exhibit A.

21           11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**  
22                   **MATERIAL**

23           (a) Nothing herein shall be deemed or construed as a waiver of any applicable privilege, right  
24 of privacy, or proprietary interest with respect to any information or item. When a Producing Party  
25 gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of  
26 privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal  
27 Rule of Civil Procedure 26(b)(5)(B).

28           (b) If a Receiving Party learns that, by inadvertence or otherwise, it, or a person to whom it

1 has disclosed Confidential Information in accordance with this Protective Order, has disclosed  
2 Confidential Information to any person or in any circumstance not authorized under this Protective  
3 Order, the Receiving Party shall, upon learning of the unauthorized disclosure: (a) promptly notify  
4 the person(s) to whom the unauthorized disclosure was made that the unauthorized disclosure  
5 contains Confidential Information subject to this Protective Order; (b) promptly make all reasonable  
6 efforts to obtain the return of the Confidential Information and to prevent further unauthorized  
7 disclosures of the Confidential Information, including requesting the person who received the  
8 unauthorized disclosure to agree to be bound by the terms of this Protective Order by executing a  
9 declaration in the form attached as Exhibit A; and (c) within five calendar days notify the Producing  
10 Party and all other parties of the identity of the person(s) to whom the unauthorized disclosure was  
11 made, the circumstances surrounding the disclosure, and the steps taken to prevent any use or further  
12 disclosure of the Confidential Information that was the subject of the unauthorized disclosure.

13 (c) This provision is not intended to modify whatever procedure may be established in an e-  
14 discovery order that provides for production without prior privilege review. The parties have,  
15 pursuant to Federal Rule of Evidence 502(d) and (e), reached an agreement on the effect of  
16 disclosure of a communication or information covered by the attorney-client privilege or work  
17 product protection, and that agreement, which the parties concurrently submit to the Court, is  
18 incorporated into this stipulated protective order by reference.

19 12. MISCELLANEOUS

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek  
21 its modification by the court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order  
23 no Party waives any right it otherwise would have to object to disclosing or producing any  
24 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
25 Party waives any right to object on any ground to use in evidence of any of the material covered by  
26 this Protective Order.

27 12.3 Filing Protected Material. Without written permission from the Designating Party or a  
28 court order secured after appropriate notice to all interested persons, a Party may not file in the

1 public record in this action any Protected Material. A Party that seeks to file under seal any Protected  
2 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal  
3 pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant  
4 to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the  
5 Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to  
6 protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant  
7 to Civil Local Rule 79-5 is denied by the court, then the Receiving Party may file the information in  
8 the public record pursuant to Civil Local Rule 79-5 unless otherwise instructed by the court.

9       12.4     Need to disclose in Open Court. If the need arises for any Party to disclose  
10 Confidential Information in a proceeding in open Court or at any hearing or trial, it may do so only  
11 after giving notice to the Producing Party, with such notice to be provided in not less than five (5)  
12 business days prior to the hearing except upon a showing of good cause. Producing Party, after a  
13 good faith effort to meet-and-confer, may seek additional relief from the Court. If the Court  
14 schedules a hearing to occur less than five (5) business days from the date the hearing is  
15 scheduled, the notice contemplated by this Section shall be accomplished within twenty-four (24)  
16 hours, or as soon as practicable. The notice contemplated by this Section for purposes of a Party  
17 who asserts the need to disclose Confidential Information at trial may be accomplished by  
18 provision of a pre-trial exhibit list and resolution of any objection by the Court at a Pretrial  
19 Conference. This Paragraph 12.4 does not apply to filing documents to the docket; such filings are  
20 governed by Local Civil Rule 79-5.

21       12.5     Privacy Act. The United States is authorized to produce personal identifying  
22 information contained within electronically stored information or hard copy documents. Any  
23 electronically stored information or hard copy documents containing such personal identifying  
24 information will be deemed Confidential Information, regardless of whether the electronically  
25 stored information or hard copy documents are marked with a "CONFIDENTIAL — SUBJECT  
26 TO PROTECTIVE ORDER" legend designating the information as Confidential Information.  
27 Such personal identifying information is limited in production to Counsel of Record and only to  
28 named union Plaintiffs American Federation of Government Employees, AFL-CIO ("AFGE"),

1 American Federation of State County and Municipal Employees, AFL-CIO (“AFSCME”), AFGE  
2 Local 1216, United Nurses Associations of California/Union of Health Care Professionals,  
3 AFSCME, AFL-CIO (“UNAC/UHCP”), and AFGE Local 2110 as necessary for those union  
4 Plaintiffs to determine any of their members.

5       12.6     Applicability to Parties Later Joined. If additional persons or entities become  
6 parties to this Action, they must not be given access to any Confidential Information until they  
7 execute and file with the Court their written agreement to be bound by the provisions of this  
8 Order.

9       13.     FINAL DISPOSITION

10           Within 60 days after the final disposition of this action, as defined in paragraph 4, each  
11 Receiving Party must return all Protected Material to the Producing Party or destroy such material.  
12 As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
13 summaries, and any other format reproducing or capturing any of the Protected Material. Whether  
14 the Protected Material is returned or destroyed, the Receiving Party must submit a written  
15 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)  
16 by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material  
17 that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,  
18 abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected  
19 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all  
20 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
21 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant  
22 and expert work product, even if such materials contain Protected Material. Any such archival copies  
23 that contain or constitute Protected Material remain subject to this Protective Order as set forth in  
24 Section 4 (DURATION). In particular, attorneys for the United States may maintain copies of any  
25 documents designated Confidential in their case file for this case, and may maintain copies of any  
26 notes or summaries containing such Confidential Information in their case file for this case, subject  
27 to 44 U.S.C. § 3101, et seq., and 5 U.S.C. § 552, et seq. Attorneys for the State of Washington may  
28 maintain copies of any documents designated Confidential in their case file for this case, and may

1 maintain copies of any notes or summaries containing such Confidential Information in their case  
2 file for this case, subject to Wash. Rev. Stat. 40.14.060.

3  
4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5  
6 DATED: April 10, 2025

7 ALTSHULER BERZON

8 /s/ Danielle E. Leonard  
9 DANIELLE E. LEONARD  
10 SCOTT A. KRONLAND  
11 STACEY M. LEYTON  
12 EILEEN B. GOLDSMITH  
13 ROBIN S. THOLIN  
14 JAMES BALTZER

15 /s/ Norman L. Eisen  
16 Norman L. Eisen  
17 Pooja Chadhuri  
18 STATE DEMOCRACY DEFENDERS  
19 FUND

20 *Attorneys for Plaintiffs*

21 /s/ Rushab Sanghvi  
22 Rushab Sanghvi  
23 AMERICAN FEDERATION OF GOVERNMENT  
24 EMPLOYEES

25 *Attorneys for Plaintiff American Federation of*  
26 *Government Employees (AFGE)*

27 /s/ Teague Paterson  
28 Teague Paterson  
Matthew Blumin  
AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES

29 *Attorneys for Plaintiff American Federation of State*  
30 *County and Municipal Employees (AFSCME)*

31 /s/ Tera M. Heintz  
32 Tera M. Heintz  
Cristina Sepe

1 Cynthia Alexander  
2 Deputy Solicitors General  
3 OFFICE OF THE WASHINGTON STATE  
4 ATTORNEY GENERAL

5 *Attorneys for Plaintiff State of Washington*  
6

7 DATED: April 10, 2025  
8

9 PATRICK D. ROBBINS  
10 Acting United States Attorney  
11

12 KELSEY J. HELLAND  
13 Assistant United States Attorney  
14

15 ERIC HAMILTON  
16 Deputy Assistant Attorney General  
17

18 DIANE KELLEHER  
19 Branch Director  
20

21 CHRISTOPHER HALL  
22 Assistant Branch Director  
23

24 JAMES D. TODD, JR.  
25 Senior Trial Counsel  
26

27 /s/ Yuri S. Fuchs<sup>1</sup>  
28 YURI S. FUCHS  
Trial Attorney

29 *Attorneys for Defendants*  
30

31 PURSUANT TO STIPULATION, IT IS SO ORDERED.  
32

33 DATED: April 14, 2025  
34

35   
36 United States District Judge William H. Alsup  
37

38 \_\_\_\_\_  
39 <sup>1</sup> In compliance with Civil Local Rule 5-1(i)(3), the filer of this document attests under penalty of  
40 perjury that all signatories have concurred in the filing of this document.

**EXHIBIT A**

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California on [date] in the case of *American Federation of Government Employees, et al. v. United States Office of Personnel Management et al.*, 3:25-cv-1780-WHA. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone number] as  
my California agent for service of process in connection with this action or any proceedings related  
to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature: